



PATENT

Attorney Docket No.: OPT-003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Farrar *et al.* GROUP NUMBER: 1635
SERIAL NUMBER: 09/155,708 CONFIRMATION NUMBER: 9036
FILING DATE: April 2, 1998 EXAMINER: Janet L. Epps Ford
TITLE: GENETIC SUPPRESSION AND REPLACEMENT

CERTIFICATE OF FIRST CLASS MAILING UNDER 37 C.F.R. 1.8

I hereby certify that this correspondence, and any document(s) referred to below, is/are being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 24th day of August, 2004.

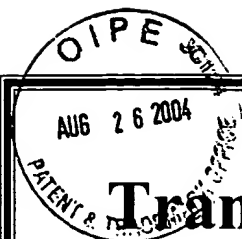
Dated: August 24, 2004

Brenda T. Kowalczyk
Brenda T. Kowalczyk

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Submitted herewith is/are:

Transmittal (1 pg.); Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address (2 pgs.); Copy of the Recordation Form and Assignment Form dated September 8, 2000 (5 pgs.); Copy of the Assignment from Farrar et al. to Optigen Patents Limited et al. dated May 11, 2004 (13 pgs.); this Certificate of First Class Mailing and a return receipt postcard.



Transmittal

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

(to be used for all correspondence after initial filing)

Application Serial Number	09/155,708
Filing Date	April 2, 1998
First Named Inventor	Gwenyth Jane Farrar
Group Art Unit	1635
Confirmation Number	9036
Examiner Name	Janet L. Epps Ford
Attorney Docket Number	OPT-003
Patent Number	Not Applicable
Issue Date	Not Applicable


ENCLOSURES (Check all that apply)

<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Check Attached <input type="checkbox"/> Copy of Fee Transmittal Form	<input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Amendment/Response <input type="checkbox"/> Preliminary <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/Declarations	<input type="checkbox"/> Status Inquiry <input checked="" type="checkbox"/> Return Receipt Postcard <input checked="" type="checkbox"/> Certificate of First Class Mailing under 37 CFR 1.8 <input type="checkbox"/> Certificate of Facsimile Transmission under 37 CFR 1.8 <input type="checkbox"/> Certificate of Hand Delivery <input checked="" type="checkbox"/> Revocation of Power of Attorney, Change of Correspondence Address <input checked="" type="checkbox"/> Additional Enclosure(s) (please identify below) 1. Copy of the Recordation Form and Assignment Form dated September 8, 2000. 2. Copy of the Assignment from Farrar et al. to Optigen Patents Limited et al.
<input type="checkbox"/> Response to Notice to File Missing Parts <input type="checkbox"/> Copy of Notice to File Missing Parts	<input type="checkbox"/> Terminal Disclaimer	
<input type="checkbox"/> Executed Declaration and Power of Attorney for Utility or Design Patent Application	<input type="checkbox"/> Transmittal of Formal Drawing(s) <input type="checkbox"/> Total Sheets of Drawings __	
<input type="checkbox"/> Sequence Listing submission <input type="checkbox"/> Paper Copy/CD <input type="checkbox"/> Computer Readable Copy <input type="checkbox"/> Statement verifying identity of above	<input type="checkbox"/> Request for Continued Examination (RCE) Transmittal <input type="checkbox"/> Notice of Appeal to Board of Patent Appeals and Interferences <input type="checkbox"/> Appeal Brief (in triplicate)	
<input type="checkbox"/> CD(s) for large table or computer program	<input type="checkbox"/> Amendment After Allowance <input type="checkbox"/> Request for Certificate of Correction <input type="checkbox"/> Certificate of Correction (in duplicate)	
<input type="checkbox"/> Petition for Extension of Time		
<input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Form PTO-1449 <input type="checkbox"/> Copies of IDS Citations		

CORRESPONDENCE ADDRESS

Direct all correspondence to: Docketing Assistant
Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109
Tel. No.: (617) 338-2800
Fax No.: (617) 338-2880

SIGNATURE BLOCK

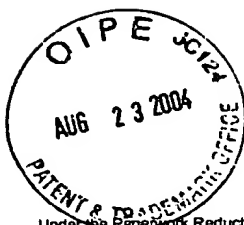
Respectfully submitted,

Date: August 24, 2004
Reg. No.: 43,153
Tel. No.: (617) 338-2952
Fax No.: (617) 338-2800
Diana M. Steel, D. Phil.
Attorney for Applicants
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One Post Office Square
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PTO/SB/82 (09-03)
Approved for use through 11/30/2005. OMB 0651-0035
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REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	09/155,708
	Filing Date	April 2, 1998
	First Named Inventor	Farrar
	Art Unit	1635
	Examiner Name	Janet L. Epps Ford
	Attorney Docket Number	OPT-003

I hereby revoke all previous powers of attorney given in the above-identified application.						
<input type="checkbox"/> A Power of Attorney is submitted herewith. OR <input checked="" type="checkbox"/> I hereby appoint the practitioners associated with the Customer Number: 44966						
<input type="checkbox"/> Please change the correspondence address for the above-identified application to: <input checked="" type="checkbox"/> The address associated with Customer Number: 44966 OR						
<input checked="" type="checkbox"/> Firm or Individual Name	Docketing Assistant Sullivan & Worcester LLP					
Address	One Post Office Square					
Address						
City	Boston	State	MA	Zip	02109	
Country	USA					
Telephone	(617) 338-2800	Fax	617-338-2880			
I am the: <input type="checkbox"/> Applicant/Inventor. <input checked="" type="checkbox"/> Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)						
SIGNATURE of Applicant or Assignee of Record						
Name	Gearoid Tuohy, Ph.D. Title: Chief Executive Officer, Optigen Technologies Limited					
Signature						
Date	Aug 16th 2004	Telephone	011353863017141			
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.*						
<input type="checkbox"/> * Total of _____ forms are submitted.						



PTO/SB/96 (08-03)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Jane G. Farrar et al.Application No./Patent No.: 09/155,708 Filing/Issue Date: April 2, 1998Title of Application: Genetic Suppression and ReplacementOptigen Patents Limited and Optigen Technologies Limited, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ % in the patent application/patent identified above by virtue of either:
- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Jane Gwentyth Farrar, Peter Humphries and Paul Francis Kenna
To: The Provost, Fellows and Scholars of The College of the Holy and Undivided Trinity of Queen Elizabeth Near Dublin

The document was recorded in the United States Patent and Trademark Office at
Reel 10928, Frame 0576, or for which a copy thereof is attached.

2. From: Jane Farrar, Gearoid Tuohy, Peter Humphries, Paul Kenna, Mary O'Reilly, Sophia Millington-Ward, Brian O'Neill and The Provost, Fellows and Scholars of The College of the Holy and Undivided Trinity of Queen Elizabeth Near Dublin

To: Optigen Patents Limited and Optigen Technologies Limited

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A true copy of the original assignment must be submitted to the Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

Aug 16th 2004

Date

011353863017141

Telephone number

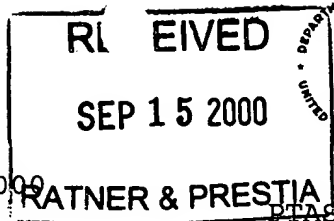
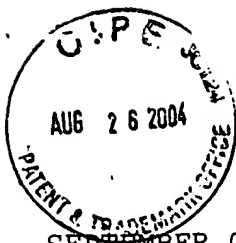
Gearoid Tuohy, Ph.D.

Typed or printed name

Signature

Chief Executive Officer, Optigen Technologies Limited

Title



MUR-752005

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



101411370A

SEPTEMBER 08, 2000

RATNER & PRESTIA
ALLAN RATNER
SUITE 301, ONE WESTLAKES, BERWYN
P.O. BOX 980
VALLEY FORGE, PA 19482-0980

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/05/1999

REEL/FRAME: 010928/0576
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
FARRAR, GWENYTH JANE

DOC DATE: 03/20/1999

ASSIGNOR:
HUMPHRIES, PETER

DOC DATE: 03/20/1999

ASSIGNOR:
KENNA, PAUL FRANCIS

DOC DATE: 03/20/1999

ASSIGNEE:
PROVOST, FELLOWS AND SCHOLARS OF
THE COLLEGE OF THE HOLY AND
UNDIVIDED TRINITY OF QUEEN
ELIZABETH NEAR DUBLIN ET AL.
TRINITY COLLEGE, DUBLIN
DUBLIN 2, IRELAND

SERIAL NUMBER: 09155708
PATENT NUMBER:

FILING DATE: 04/05/1999
ISSUE DATE:

mb

010928/0576 PAGE 2

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

07-24-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

5.5.99



To the Honorable Commissioner of I

101411370

Attached original documents or copy thereof

1. Name of conveying party(ies):

Gwenyth Jane Farrar, Peter Humphries, and Paul Francis KennaAdditional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Correction of Assignment Recordation
 (previously recorded at Reel _____, Frame _____).
☐ Other

Execution Date: 20 March 1999

2. Name and address of receiving party(ies):

Name: Provost, Fellows and Scholars of the College of the Holy and Undivided Trinity of Queen Elizabeth Near Dublin et al.Address: Trinity College, Dublin, Dublin 2, IRELANDAdditional name(s) & address(es) attached? ☐ YES ☒ NO

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application Number(s) 09/155,708

B. Patent Number(s) _____

Additional number(s) attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Allan RatnerInternal Address: Ratner & PrestiaStreet Address: Suite 301, One Westlakes, Berwyn, P.O. Box 980City: Valley Forge State: PA ZIP: 19482-09806. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40

Enclosed



Authorized to be charged to deposit account

8. Deposit account number: 18-0350

(Attach duplicate copy of this page if paying by deposit account.)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Allan Ratner

Name of Person Signing

19,717

Registration. No.

Signature

Date

4/5/99

Total number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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MUR-7520

ASSIGNMENT - U.S.A.

WHEREAS I/WE FARRAR, Gwenyth Jane, 9 The Crescent, Monkstown D20, County Dublin, Ireland, HUMPHRIES, Peter, 5 Holmwood, Cabinteely D15, County Dublin, Ireland and KENNA, Paul Francis 176 New Cabra Road, Dublin 7, Ireland (hereinafter referred to as "the Undersigned") having made an invention entitled "Genetic Suppression and Replacement" for which the Undersigned executed an application for United States Letters Patent on on the date hereof,

WHEREAS Provost, Fellows and Scholars of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin et al, Trinity College Dublin, Dublin 2 (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in said invention, said application, and all United States Letters Patent issuing for said invention,

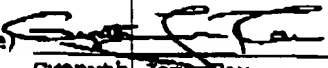
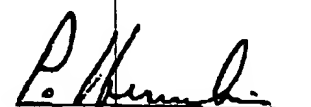

NOW THEREFORE in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Undersigned, intending to be legally bound, does hereby sell, assign and transfer to Assignee the entire right title and interest for the United States of America, its territories and possessions in said invention, including said patent application, all divisions and continuations thereof, and all Letters Patent and reissues thereof issuing for said invention in the United States of America.

It is agreed that the Undersigned shall be legally bound, upon request of Assignee its successors or assigns or a legal representative thereof, to supply all information or evidence of which the Undersigned has knowledge or possession relating to the making and practice of said invention, to testify in any legal proceedings relating thereto, and to execute all instruments proper to patent the invention in the United States of America in the name of Assignee. If the Undersigned includes more than one individual, these obligations shall apply to all of the Undersigned both individually and collectively.

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The rights and property herein conveyed by the Undersigned are free and clear of any encumbrance.

EXECUTED by the Undersigned the place and date shown below.

(signature) <u></u>	(place) <u>General Department, Trinity College Dublin</u>
Gwenyth Jane Farrar	(date) <u>20/2/99</u>
(signature) <u></u>	(place) <u>20/3/99</u>
Peter Humphries	(date) _____
(signature) <u></u>	(place) <u>Trinity College Dublin</u>
Paul Francis Kenna	(date) <u>20/2/99</u>



12 JUL 2004 16:36 FROM OCULAR GENETICS UNIT TCD TO 90016173382880

P.02

DATED MAY 11TH 2004

- (1) JANE FARRAR**
- (2) GEAROID TUOHY**
- (3) PETER HUMPHRIES**
- (4) PAUL KENNA**
- (5) MARY O'REILLY**
- (6) SOPHIA MILLINGTON-WARD**
- (7) BRIAN O'NEILL**
- (8) TRINITY COLLEGE DUBLIN**
- (9) OPTIGEN PATENTS LIMITED**
- (10) OPTIGEN TECHNOLOGIES LIMITED**

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY AGREEMENT**



12-AUG-2004 16:36 FROM OCULAR GENETICS UNIT TCD TO 90016173382880

P.03

THIS AMENDED AND RESTATED AGREEMENT is made the 11th day of May 2004

BETWEEN:

- (1) **JANE FARRAR** of 9 The Crescent, Monkstown, Co. Dublin;
- (2) **GEAROID TUOHY** of 7 Carriglea Avenue, Carriglea Downs, Dun Laoghaire, Co. Dublin;;
- (3) **PETER HUMPHRIES** of 5 Holmwood, Brennanstown Road, Foxrock, Co. Dublin;
- (4) **PAUL KENNA** of 176 New Cabra Road, Dublin 7
- (5) **MARY O'REILLY** of 5 Proby Hall, Killiney, Co. Dublin;
- (6) **SOPHIA MILLINGTON-WARD** of 15 De Courcy Square, Glasnevin, Dublin 9;
- (7) **BRIAN O'NEILL** c/o Department of Genetics, Trinity College Dublin, Dublin 2
- (8) **THE PROVOST FELLOWS AND SCHOLARS OF THE COLLEGE FO THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN ("TCD");**

(parties (1) to (8) hereinafter referred to as "the Assignors"); and

- (9) **OPTIGEN PATENTS LIMITED** a company incorporated under the laws of Ireland, having its registered office at the Department of Genetics, Trinity College Dublin ("the Assignee"); and
- (10) **OPTIGEN TECHNOLOGIES LIMITED** a company incorporated under the laws of Ireland, having its registered office at the Department of Genetics, TCD, Dublin 2 ("Optigen Technologies")

WHEREAS:

- A. Pursuant to the Intellectual Property Agreement (as hereinafter defined), the Assignors assigned certain intellectual property relating to research and development carried out by them, to the Assignee.
- B. The parties wish to amend the royalty terms of the Intellectual Property Agreement and to replace the Intellectual Property Agreement with this Amended and Restated Intellectual Property Agreement ("Agreement") as and from the Effective Date.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires or unless otherwise specified, the following terms shall have the following meanings:

"Assigned IPR" means (a) the Patents, and (b) all improvements and/or modifications and/or continuations-in-part and /or provisionals and/or divisionals and/or continuations and/or continuation applications and/or divisional applications made to the subject-matter of the Patents prior to the Effective Date of this Assignment, and (c) all IPR which has been produced, invented or discovered by or on behalf of any of the Assignors whether alone or

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P.04

with any other person at any time prior to the Effective Date of this Agreement, and in the course of the Projects, and which is necessary to exploit (a) and/or (b).

"Assigned Materials" means any and all works of authorship and materials (a) developed, written or prepared by or on behalf of any of the Assignors whether alone or with any other person at any time prior to the Effective Date of this Agreement, and in the course of the Projects, which incorporates any Assigned IPR, including, without limitation, any functional, technical and/or performance specification, any and all reports, studies, data, diagrams, drawings, charts, techniques, processes, algorithms and layouts, and the materials outlined in Schedule 2 hereto (in whatever medium, including without limitation, written or printed, electronic or otherwise, documents, computer discs, floppy discs, CDs, diskettes, tapes or other formats).

"Background IPR"

"Core Products"

"Effective Date" means 20th January 2003, being the date of execution of the Intellectual Property Agreement.

"EMA" means the European Agency for the Evaluation of Medicinal Products or its authorised agents or successors.

"FDA" means the Food and Drug Administration in the US Department of Health and Human Services or its authorised agents or successors.

"Intellectual Property Agreement" means the Agreement executed by each of the parties hereto on the Effective Date, as amended by agreement dated 15th April 2003, pursuant to which, among other things, the Assignors assigned certain intellectual property rights to the Assignee.

"Inventors"

"IPR" means any and all patents, trade marks, service marks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technical information, technology, know-how, business or trade names, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights.

"Mid-Core Products"

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[REDACTED]

"Optigen Group" means the Assignee and any company which is a subsidiary or holding company or affiliate of the Assignee, or any subsidiary or holding company of any such subsidiary or holding company or affiliate. The term "affiliate" means any company, corporation, or business in which the relevant company owns or controls shares or stock entitling the relevant company to fifty percent (50%) or more of the votes capable of being cast in a poll at any extraordinary general meeting of the company, corporation or business.

"Patents" means the patents and patent applications, details of which are provided at Schedule 1 hereto, together with all rights therein.

"Ocular Genetics Research Group" [REDACTED]

"Projects" means the projects listed in Schedule 3 hereto:

"Royalty Income" means income from sales of Core Products or Mid-Core Products by Optigen Technologies (before taxes and discounts), less

- (i) duties and sales taxes and those expenses listed below actually incurred and paid by or on behalf of Optigen Technologies and/or the Assignee in connection with the delivery of such products including, without limitation:
- (ii) transport charges (including carriage insurance); and
- (iii) delivery expenses; and
- (iv) costs of packaging; and
- (v) discounts or allowances; and
- (vi) credit for claims, allowances or returned products; and value added tax and duties and taxes assessed directly on sales.

2 ASSIGNMENT OF ASSIGNED IPR

2.1 In consideration of both (a) the payment of the sum of €10 (ten Euro) by the Assignee to each of the Assignors (the receipt and sufficiency of which each of the Assignors hereby acknowledges was paid on the Effective Date), and (b) the sums agreed to be paid to TCD as outlined in Clause 6 hereto, and the various undertakings of the Assignee pursuant to this Agreement, the sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby as of the Effective Date:-

2.1.1 ASSIGNS to the Assignee free from all liens, charges and encumbrances, all right, title and interest in the Assigned IPR, throughout the world, whether now known or in the future created to which he is now or may in the future be entitled, in any and all media throughout the world, including all modifications, improvements, continuation-in-parts, provisionals, renewals, revivals and extensions thereof and thereafter (insofar as each of the Assignors is able so to do) in perpetuity. TO HOLD the same unto the Assignee, its successors and assignees, absolutely;

2.1.2 agrees that this Agreement constitutes a full buy out of all his rights, entitlements and interests in relation to the Assigned IPR, and that the within consideration represents equitable, full and adequate remuneration for all purposes which may be vested in it

by the laws of this or any other jurisdiction, and which right he now hereby irrevocably, unconditionally and in perpetuity grants and assigns onto the Assignee SAVE THAT it is acknowledged that each of the inventors has a rights to share in TCD's royalty income as defined by TCD's royalty sharing policy;

2.1.3 to the extent that by law any Assigned IPR or the rights therein do not, or are not permitted to or cannot vest in or belong to the Assignee, agrees to hold same on trust for the benefit of the Assignee;

2.1.4 grants to the Assignee, in consideration of the fees to be paid pursuant to Clause 6 hereto, a worldwide, non-exclusive irrevocable and perpetual licence (with the right to grant sub-licenses to third parties) to use all Background IPR owned by him or which he has a right to licence, to the extent necessary to enable the Assignee to exploit the Assigned IPR; and

2.1.5 undertakes, at the request and expense of the Assignee, at any time in the future, to execute all such documents, give such assistance and do such acts and things as may in the opinion of the Assignee be necessary or desirable to give effect to the terms of this Clause 2 and for the protection and enforcement of the Assigned IPR, and irrevocably appoints the Assignee or its nominee as its attorney with the right to execute and sign as his act and deed in his name and on his behalf all documents as may in the opinion of the Assignee be necessary or desirable to give effect to the terms of this Clause 2.

2.2 For the avoidance of doubt, all Background IPR shall remain the property of the party introducing the same, and nothing in this Agreement shall prevent any party from using its own Background IPR for any purpose.

3 TRANSFER BY DELIVERY

To the extent that any of same was not delivered following execution of the Intellectual Property Agreement, immediately following the execution of this Agreement, each of the Assignors shall deliver to the Assignee such of the Assigned Materials as are capable of passing by delivery and shall allow the Assignee to take possession of the Assigned Materials.

4 CONFIDENTIAL INFORMATION

Each of the Assignors acknowledges that the Assigned IPR and Assigned Materials are highly valuable assets, and agrees to keep the foregoing secret at all times and shall not at any time either during or after this Agreement for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure whether through any failure to exercise all due care and diligence or otherwise, to any person for its own or another's benefit, any of the Assigned IPR or Assigned Materials, without the prior written consent of the Assignee. Each of the Assignors shall also use its best endeavours to prevent the publication or disclosure of any of the Assigned IPR or Assigned Materials.

5 UNDERTAKINGS OF THE ASSIGNEE

5.1

[REDACTED]

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5.2

[REDACTED]

5.3 The Assignee acknowledges that the Assigned IPR has been assigned to it on an "as is" "where is" basis, without warranty, and that TCD is not under any obligation to indemnify the Assignee, or any licensee of the Assignee, in respect of any claims arising from the sale or use of products manufactured utilising any of the Assigned IPR.

5.4

[REDACTED]

5.5

[REDACTED]

5.6

[REDACTED]

5.6.1

[REDACTED]

5.6.2

[REDACTED]

5.6.3

[REDACTED]

6 PAYMENTS

6.1 The Assignee shall pay to TCD, until the earlier of (a) twenty-years from the Effective Date of this Agreement, or (b) the last to expire of the Patents:

6.1.1

[REDACTED]

6.1.2

[REDACTED]

6.2 Royalties arising under Clause 6.1 above shall be paid in Euros within 30 days of the end of each calendar year of the Agreement, to the credit of a bank account to be designated in writing by TCD.

7 MISCELLANEOUS

7.1 None of the parties shall assign any of their rights under this Agreement without the prior written consent of the other parties.

- 7.2 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties, and none of the parties shall have any right or authority to act on behalf of any of the other parties or to bind any of the other parties in any way.
- 7.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties (including the Intellectual Property Agreement), and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 7.4 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provisions.
- 7.5 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.
- 7.6 Any notices or other communication required or permitted to be given under or in connection with this Agreement shall be in writing and shall be given by sending the same in a prepaid airmail letter or by courier to the address of the relevant party set out in this Agreement, or to such other address as that party may have notified to the other for the purposes of this Agreement. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt), to have been delivered forty eight hours after posting, and in proving the fact of despatch it shall be sufficient that the envelope containing the notice was properly addressed stamped and posted.
- 7.7 This Agreement shall be effective as and from the Effective Date and shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish Courts.
- 8 CERTIFICATE OF VALUE
- 8.1 IT IS HEREBY CERTIFIED that the consideration (other than rent) for this Agreement is wholly attributable to property which is not residential property.
- 8.2 IT IS HEREBY CERTIFIED that this deed does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds [REDACTED]

BEST AVAILABLE COPY

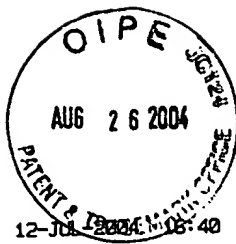
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SCHEDULE 1

The Patents

PCT/GB96/02357	[REDACTED]	[REDACTED]
EP 96931887.2	[REDACTED]	[REDACTED]
US 09/043,506	[REDACTED]	[REDACTED]
CA 2232738	[REDACTED]	[REDACTED]
AU 72192/00	[REDACTED]	[REDACTED]
NZ 318818	[REDACTED]	[REDACTED]
PCT/GB97/00574	[REDACTED]	[REDACTED]
EP 97906817.8	[REDACTED]	[REDACTED]
US 09/142,125	[REDACTED]	[REDACTED]
CA 2248869	[REDACTED]	[REDACTED]
AU 22238/97	[REDACTED]	[REDACTED]
NZ 332113	[REDACTED]	[REDACTED]
PCT/GB97/00929	[REDACTED]	[REDACTED]
EP 97915579.3	[REDACTED]	[REDACTED]
US 09/155,708	[REDACTED]	[REDACTED]
CA 2251696	[REDACTED]	[REDACTED]
AU 23007/97	[REDACTED]	[REDACTED]
NZ 332586	[REDACTED]	[REDACTED]
PCT/GB02/005417	[REDACTED]	[REDACTED]
US 60/407,389	[REDACTED]	[REDACTED]
US 60/414,698	[REDACTED]	[REDACTED]
US 10/000,773	[REDACTED]	[REDACTED]



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SCHEDULE 2

Assigned Materials

All laboratory notes and data.

All biological materials (including, without limitation, all modifications, progeny, descendants and derivatives of biological material).

All cell systems.

All animal systems (transgenic mice).

All vector (viral and non-viral) systems.

All DNA inserts.

All reagents and tools for the expression and detection of DNA/RNA/protein.

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SCHEDULE 3

The Projects



IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as a Deed and is intended to be delivered and is delivered on the date and year first herein written.

SIGNED SEALED and DELIVERED

by JANE FARRAR

in the presence of:

Witness:

Witness:

SIGNED SEALED and DELIVERED

by GEARÓID TUOHY

in the presence of:

Witness:

Witness:

SIGNED SEALED and DELIVERED

by PETER HUMPHRIES

in the presence of:

Witness:

Witness:

SIGNED SEALED and DELIVERED

by PAUL KENNA

in the presence of:

Witness:

Witness:

SIGNED SEALED and DELIVERED

by MARY O'REILLY

in the presence of:

Witness:

Stephen J. Furlong

Witness:

Paul O'Kane

SIGNED SEALED and DELIVERED
by SOPHIA MILLINGTON-WARD
in the presence of:

S. Millington-Ward

Witness:

Stephen J. Furlong

Witness:

Paul O'Kane

SIGNED SEALED and DELIVERED
by BRIAN O'NEILL
in the presence of: &

G. O'Neill

Witness:

Mary O'Kane

Witness:

Stephen J. Furlong

Signed by EOIN O'NEILL, duly authorised,
for and on behalf of THE PROVOST, FELLOWS
AND SCHOLARS OF THE COLLEGE OF THE HOLY
AND UNDIVIDED TRINITY OF
QUEEN ELIZABETH NEAR DUBLIN
in the presence of:

Eoin P. O'Neill

Witness:

M. Treanor

Witness:

Valerie Smith

Signed by PROVOST JOHN HEGARTY, duly authorised,
for and on behalf of THE PROVOST, FELLOWS
AND SCHOLARS OF THE COLLEGE OF THE HOLY
AND UNDIVIDED TRINITY OF
QUEEN ELIZABETH NEAR DUBLIN
in the presence of:

John Hegarty

Witness:

Caitiana Curtis

Witness:

Padraig Moore

PRESENT when the Common Seal of
OPTIGEN PATENTS LIMITED
was affixed hereto:

Director: *A. Anahy*

Director/Secretary: *G. Jane Fann*

PRESENT when the Common Seal of
OPTIGEN TECHNOLOGIES LIMITED
was affixed hereto:

Director: *A. Anahy*

Director/Secretary: *G. Jane Fann*